

REMARKS

The Final Office Action mailed on December 11, 2009 has been reviewed.

Claims 1-5, 8-13, 16-21 and 23 are pending in this application.

Applicant respectfully requests reconsideration of the outstanding rejections based on the following.

Rejections Under 35 U.S.C. § 102

Claims 1-2, 5, 8-10, 13, 16-18, and 23 were rejected under 35 USC § 102(e) as being anticipated by Dailey (U.S. Publication No. 2003/0217093).

The Final Office Action took the position that “determining, for each of the set of services associated with that periodic event, if that service is enabled for execution” as recited in claim 1 of the present application is taught in paragraphs [0028]-[0031] of Daily. This deals with the operation of the service variable 59.

The service variable 59 of Dailey is used to determine **when** tasks are to be executed. A particular task (or set of tasks) is associated with each bit of the variable 59. When the bit for a given task is set with the value “1”, then it is time to execute that task. If the bit for a given task is not set, then the task must wait for its turn to be executed.

Only one bit of the service variable 59 is set at a time. The bit that is set at any given time is based on the value of the **timer variable 58** -- the bit that is set is the bit that corresponds to the least significant bit of the timer variable 58 that is set. See, FIG. 2 and FIG. 4 of Dailey. In other words, the service variable 59 is simply a mechanism for determining when to execute tasks that need to be executed.

The position that is taken in the Final Office Action with respect to this language from claim 1 is essentially that when a task is **waiting to be executed**, the task is disabled and that when it is time to execute a task, the task is enabled. Applicant respectfully submits that this interpretation is contrary to the ordinary meaning of the term enabled. This is especially the case given that the tasks referred to in the claims and in Dailey are **periodic** tasks -- tasks that are executed at periodically reoccurring points in time.

Moreover, Applicant notes that the position taken in the Final Office Action with respect to the claim language “determining, for each of the set of services associated with that periodic event, if that service is enabled for execution in connection with the occurrence of that periodic event” cannot be reconciled with the other claim language in claim 1. Applicant notes that although the broadest reasonable interpretation should be used, the interpretation must take into account **all of the language in the claim** and one claim element cannot be looked at in isolation.

In this regard, Applicant notes that claim 1 of the present application also recites “distributing the execution of **the services associated with that periodic event that are enabled** throughout a next periodic interval of time associated with that periodic event following the occurrence of that periodic event”.

In connection with the claim language “determining, for each of the set of services associated with that periodic event, if that service is enabled for execution in connection with the occurrence of that periodic event”, the Final Office Action is taking the position that “the services associated with that periodic event that are enabled” are

only those services that are associated with the single bit in the service variable 59 that is set at given point in time. However, the execution of the services that are associated with the bit in the service variable 59 that is set is not distributed. When a particular bit in the service variable 59 is set, the associated services are executed right away. There is no distribution of the alleged “enabled” services within a given tick interval. This is because the service variable 59 is the mechanism Dailey uses to distribute the execution of tasks and is not used to determine if tasks are enabled or not for execution.

It is noted that, under the interpretation set for in the Final Office Action, the services that are waiting to be executed (that is, services whose bits in service variable 59 are not set at a given point in time) are not considered “services associated with that periodic event that are enabled” since those task are alleged to be **disabled** because they are waiting to be executed.

Claims 2, 5 and 8 depend from claim 1. Therefore, at least the arguments set forth above with respect to claim 1 apply to these dependent claims. Applicant, however, does not concede any assertion made in the Office Action with respect to these dependent claims and reserves the right to provide additional arguments directed to the dependent claims if a further response is required.

It is respectfully submitted that at least the arguments set forth above with respect to claim 1 apply to the rejections of claims 9-10, 13, 16-18, and 23. Applicant, however, does not concede any assertion made in the Office Action with respect to these claims and reserves the right to provide additional arguments directed to the claims if a further response is required.

Accordingly, Applicant respectfully requests that this rejection be withdrawn.

Rejections Under 35 U.S.C. § 103

Claims 3, 11, and 19 were rejected under 35 USC § 103(a) as being unpatentable over Dailey (U.S. Publication No. 2003/0217093).

It is respectfully submitted that at least the arguments set forth above with respect to claim 1 apply to the rejections of claims 3, 11, and 19. Applicant, however, does not concede any assertion made in the Office Action with respect to these claims and reserves the right to provide additional arguments directed to the claims if a further response is required.

Accordingly, Applicant respectfully requests that this rejection be withdrawn.

Claims 4, 12, and 20-21 were rejected under 35 USC § 103(a) as being unpatentable over Dailey (U.S. Publication No. 2003/0217093), and in view of Nakano et al. (U.S. Patent No. 7,039,012).

It is respectfully submitted that at least the arguments set forth above with respect to claim 1 apply to the rejections of claims 4, 12, and 20-21. Applicant, however, does not concede any assertion made in the Office Action with respect to these claims and reserves the right to provide additional arguments directed to the claims if a further response is required.

Accordingly, Applicant respectfully requests that this rejection be withdrawn.

CONCLUSION

Applicant respectfully submits that claims **1-5, 8-13, 16-21 and 23** are in condition for allowance and notification to that effect is earnestly requested. If necessary, please charge any additional fees or credit overpayments to Deposit Account No. 502432.

If the Examiner has any questions or concerns regarding this application, please contact the undersigned at the telephone number listed below.

Respectfully submitted,

Date: 2010-02-11	/Jon M. Powers/
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